



**MHEC / Parchment Master Agreement
Addendum #6**

This Addendum #6 ("Addendum") amends the Parchment Master Agreement between Parchment Inc. ("Parchment") and the Midwestern Higher Education Commission ("MHEC") and is effective as of the date last signed below (the "Effective Date").

RECITALS

- A. Parchment and MHEC entered into that certain MHEC/Parchment Master Agreement, effective January 29, 2014 ("Master Agreement"), which was amended by that certain Addendum #1, dated July 21, 2014, that certain Addendum #2, dated March 18, 2015, and that certain Addendum #3, dated January 26, 2017, that certain Addendum #4, dated January 19, 2018, and that certain Addendum #5, dated January 25, 2019 (together, the "Agreement").
- B. The current term of the Agreement expires on January 28, 2020. Pursuant to Section 2 of the Master Agreement, Parchment and MHEC may mutually agree to renew the Agreement for one (1) additional one-year period.
- C. Parchment and MHEC wish to renew the Agreement with the following terms.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment:

TERMS

The following terms and modifications are hereby agreed upon and incorporated as part of the Agreement:

1. The parties hereto agree and acknowledge that the Agreement commenced on January 29, 2014 and the current term expires on January 28, 2020. Parchment and MHEC hereby agree to renew the Agreement for an additional one (1) year period, commencing on January 29, 2020 and terminating on January 28, 2021 (the "Renewal Term").
2. During the Renewal Term, the parties hereto agree to the pricing terms set forth in Attachment A to this Addendum #6, and agree that *Attachment A: Vendor Pricing*, attached and incorporated herein by reference, shall replace *Attachment A: Vendor Pricing* to the Master Agreement in its entirety as of the Effective Date of this Addendum #6. Parchment may reasonably increase or modify the pricing terms set forth in *Attachment A: Vendor Pricing* upon at least thirty (30) days' notice to MHEC.
3. During the Renewal Term, all other terms and conditions shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Addendum #6, the terms of this Addendum #6 shall govern to the extent of the conflict. Capitalized terms not otherwise set forth herein shall have the meanings set forth in the Agreement.

Parchment Inc.

Midwestern Higher Education Commission

By: Robert J. Colletti

By: Susan G. Heegaard

Name: Robert J. Colletti

Name: Susan G. Heegaard

Title: President & CFO

Title: President

Date: 9/19/2019

Date: 9/24/19

ATTACHMENT A: Vendor Pricing

Parchment Service	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Request Fee List Price	Paper and Handling (Domestic USPS) List Price*
Parchment Send for Secondary	Total Cost to State*	\$50,000	\$3.01 * Total Grade 12 Enrollment	NA	NA
	Current Students	NA	NA	\$3.95 or Covered by Subsidy	\$2.75
	Alumni	NA	NA	\$3.95	\$2.75
Parchment Send for Postsecondary	Pre-Pay	NA	NA	\$2.10-\$2.65 ^a	\$2.50
	Post-Pay	NA	NA	\$2.70-\$3.15 ^b	\$2.50
Parchment Award (Diplomas, Certificates, Badges)	Institution	\$50,000	NA	Variable	NA
Admissions Suite	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	# of Credentials Received in LTM	Subscription
Parchment Receive for Secondary Exchange	Institution	\$50,000	Tier Break Point based upon # of High Schools and Districts in the State	NA	NA
Parchment Receive Premium for Postsecondary	Institution	\$50,000	NA	Tier break points based upon # of Credentials Received in LTM	Pricing starts at \$5000 and increases based upon tiers
	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Subscription w/ Receive Premium	Subscription w/o Receive Premium
Parchment Receive Analyze	Institution	\$25,000	NA	\$5000	\$7500

Please Note: Discounts were factored into the Master MHEC Agreement that are locked in for the duration of the agreement. For Eligible Schools that have signed the School Order Form, all Request Fee List Pricing and Subscription pricing is to be discounted 5% when state does not pay the participation fee, and 10% off list price when the state pays the participation fee – even if there is no additional subsidy provided.

* Print and Handling fees (USPS Domestic, International, FEDEX, et cetera) not eligible for 5% and 10% discounts

α. Parchment Send for Postsecondary, Pre-Pay, Range is dependent upon pre-paid volume:

# Requests (Up to)	Electronic Fee
5,000	\$2.65
10,000	\$2.50
15,000	\$2.40
20,000	\$2.30
25,000	\$2.20
>25,000	\$2.10

β. Range is dependent upon institution size by total serviceable learners



MHEC / Parchment Master Agreement
Addendum #5

This Addendum #5 ("Addendum") amends the Parchment Master Agreement between Parchment Inc. ("Parchment") and the Midwestern Higher Education Commission ("MHEC") and is effective as of the date last signed below (the "Effective Date").

RECITALS

- A. Parchment and MHEC entered into that certain MHEC/Parchment Master Agreement, effective January 29, 2014 ("Master Agreement"), which was amended by that certain Addendum #1, dated July 21, 2014, that certain Addendum #2, dated March 18, 2015, and that certain Addendum #3, dated January 26, 2017, and that certain Addendum #4, dated January 19, 2018 (together, the "Agreement").
- B. The current term of the Agreement expires on January 28, 2019. Pursuant to Section 2 of the Master Agreement, Parchment and MHEC may mutually agree to renew the Agreement for two (2) additional one-year periods.
- C. Parchment and MHEC wish to renew the Agreement with the following terms.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment:

TERMS

The following terms and modifications are hereby agreed upon and incorporated as part of the Agreement:

- 1. The parties hereto agree and acknowledge that the Agreement commenced on January 29, 2014 and the current term expires on January 28, 2019. Parchment and MHEC hereby agree to renew the Agreement for an additional one (1) year period, commencing on January 29, 2019 and terminating on January 28, 2020 (the "Renewal Term").
- 2. During the Renewal Term, and any subsequent renewals of the Agreement, the parties hereto agree to the pricing terms set forth in Attachment A to this Addendum #5, and agree that Attachment A: Vendor Pricing, attached and incorporated herein by reference, shall replace Attachment A: Vendor Pricing to the Master Agreement in its entirety as of the Effective Date of this Addendum #5. Parchment may reasonably increase or modify the pricing terms set forth in Attachment A: Vendor Pricing upon at least thirty (30) days' notice to MHEC.
- 3. During the Renewal Term, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Addendum #5, the terms of this Addendum #5 shall govern to the extent of the conflict. Capitalized terms not otherwise set forth herein shall have the meanings set forth in the Agreement.

Parchment Inc.

Midwestern Higher Education Commission

By: Robert J. Colletti

By: Susan G. Heegaard

Name: Robert J. Colletti

Name: Susan G. Heegaard

Title: President & CFO

Title: President

Date: 1/20/19

Date: 1/25/19



**MHEC / Parchment Master Agreement
Addendum #4**

This Addendum #4 ("Addendum") amends the Parchment Master Agreement between Parchment Inc. ("Parchment") and the Midwestern Higher Education Commission ("MHEC") and is effective as of the date last signed below (the "Effective Date").

RECITALS

- A. Parchment and MHEC entered into that certain MHEC/Parchment Master Agreement, effective January 29, 2014 ("Master Agreement"), which was amended by that certain Addendum #1, dated July 21, 2014, that certain Addendum #2, dated March 18, 2015, and that certain Addendum #3, dated January 26, 2017 (together, the "Agreement").
- B. The current term of the Agreement expires on January 28, 2018. Pursuant to Section 2 of the Master Agreement, Parchment and MHEC may mutually agree to renew the Agreement for three (3) additional one-year periods.
- C. Parchment and MHEC wish to renew the Agreement with the following terms.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment:

TERMS

The following terms and modifications are hereby agreed upon and incorporated as part of the Agreement:

- 1. Section 1. Definitions. B. Member State shall be deleted in its entirety and replaced with the following:

"Member State" refers to any state that is a member of the Midwestern Higher Education Compact (MHEC), the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), or the Western Interstate Commission for Higher Education (WICHE).

The current Member States of MHEC are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MHEC shall promptly notify Parchment if other states join MHEC and thereby become a Member State for the purpose of this Master Agreement.

For purposes of this Master Agreement the current NEBHE Member States are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont. MHEC shall promptly notify Parchment if any other states join NEBHE and thereby become a NEBHE Member State for purposes of this Master Agreement.

For purposes of this Master Agreement the current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. MHEC shall promptly notify Parchment

ATTACHMENT A: Vendor Pricing

Parchment Service	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Request Fee List Price	Paper and Handling (Domestic USPS) List Price*
Parchment Send for Secondary	Total Cost to State*	\$50,000	\$3.01 * Total Grade 12 Enrollment	NA	NA
	Current Students	NA	NA	\$3.95 or Covered by Subsidy	\$2.75
	Alumni	NA	NA	\$3.95	\$2.75
Parchment Send for Postsecondary	Pre-Pay	NA	NA	\$2.10-\$2.65 ^a	\$2.50
	Post-Pay	NA	NA	\$2.75-\$3.15 ^b	\$2.50
Parchment Award - eDiplomas	Institution	\$50,000	NA	\$4.00	NA
Parchment Award - eCertificates	Institution		NA	\$2.75	NA
Academic Receive	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	# of Credentials Received in LTM	Subscription
Parchment Receive for Secondary Exchange	Institution	\$50,000	Tier Break Point based upon # of High Schools and Districts in the State	NA	NA
Parchment Receive Premium for Postsecondary	Institution	\$50,000	NA	Tier break points based upon # of Credentials Received in LTM	Pricing starts at \$5000 and increases based upon tiers
	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Subscription w/ Receive Premium	Subscription w/o Receive Premium
Parchment Receive Analyze	Institution	\$25,000	NA	\$5,000	\$7,500

Please Note: Discounts were factored into the Master MHEC Agreement that are locked in for the duration of the agreement. For Eligible Schools that have signed the School Order Form, all Request Fee List Pricing and Subscription pricing is to be discounted 5% when state does not pay the participation fee, and 10% off list price when the state pays the participation fee – even if there is no additional subsidy provided.

* Print and Handling fees (USPS Domestic, International, FEDEX, et cetera) not eligible for 5% and 10% discounts

α. Parchment Send for Postsecondary, Pre-Pay, Range is dependent upon pre-paid volume:

# Requests (Up to)	Electronic Fee
5,000	\$2.65
10,000	\$2.50
15,000	\$2.40
20,000	\$2.30
25,000	\$2.20
>25,000	\$2.10

β. Range is dependent upon institution size by total serviceable learners

if any other states join SREB and thereby become a SREB Member State for purposes of this Master Agreement.

For purposes of this Master Agreement the current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and the Commonwealth of the Northern Mariana Islands (CNMI). MHEC shall promptly notify Parchment if any other states join WICHE and thereby become a WICHE Member State for purposes of this Master Agreement.

2. The parties hereto agree and acknowledge that the Agreement commenced on January 29, 2014 and the current term expires on January 28, 2018. Parchment and MHEC hereby agree to renew the Agreement for an additional one (1) year period, commencing on January 29, 2018 and terminating on January 28, 2019 (the "Renewal Term").
3. During the Renewal Term, and any subsequent renewals of the Agreement, the parties hereto agree to the pricing terms set forth in Attachment A to this Addendum #4, and agree that Attachment A: Vendor Pricing, attached and incorporated herein by reference, shall replace Attachment A: Vendor Pricing to the Master Agreement in its entirety as of the Effective Date of this Addendum #4. Parchment may reasonably increase or modify the pricing terms set forth in Attachment A: Vendor Pricing upon at least thirty (30) days' notice to MHEC.
4. During the Renewal Term, all other terms and conditions shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Addendum #4, the terms of this Addendum #4 shall govern to the extent of the conflict. Capitalized terms not otherwise set forth herein shall have the meanings set forth in the Agreement.

Parchment Inc.		Midwestern Higher Education Commission	
By:	<u>Robert J. Colletti</u>	By:	<u>Larry A. Isaak</u>
Name:	<u>Robert J. Colletti</u>	Name:	<u>Larry A. Isaak</u>
Title:	<u>President + CFO</u>	Title:	<u>President</u>
Date:	<u>1/19/2018</u>	Date:	<u>1-19-18</u>

ATTACHMENT A: Vendor Pricing

Parchment Service	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Request Fee List Price	Paper and Handling (Domestic USPS) List Price*
Parchment Send for Secondary	Total Cost to State*	\$50,000	\$3.01 * Total Grade 12 Enrollment	NA	NA
	Current Students	NA	NA	\$3.75 or Covered by Subsidy	\$2.50
	Alumni	NA	NA	\$3.75	\$2.50
Parchment Send for Postsecondary	Pre-Pay	NA	NA	\$2.00-\$2.50 ^a	\$2.50
	Post-Pay	NA	NA	\$2.50-\$3.00 ^b	\$2.50
Parchment Award - eDiplomas	Institution	\$50,000	\$3.20 * Estimated Annual Degree Issued	\$4.00	NA
Parchment Award - eCertificates	Institution		\$2.20 * Estimated Annual Certificate Issued	\$2.75	NA
Academic Receive	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	# of Credentials Received in LTM	Subscription
Parchment Receive for Secondary Exchange	Institution	\$50,000	Tier Break Point based upon # of High Schools and Districts in the State	NA	NA
Parchment Receive Premium for Postsecondary	Institution	\$50,000	NA	Tier break points based upon # of Credentials Received in LTM	Pricing starts at \$5000 and increases based upon tiers
	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Subscription w/ Receive Premium	Subscription w/o Receive Premium
Parchment Receive Analyze	Institution	\$25,000	NA	\$2500	\$5000

Please Note: Discounts were factored into the Master MHEC Agreement that are locked in for the duration of the agreement. For Eligible Schools that have signed the School Order Form, all Request Fee List Pricing and Subscription pricing is to be discounted 5% when state does not pay the participation fee, and 10% off list price when the state pays the participation fee – even if there is no additional subsidy provided.

* Print and Handling fees (USPS Domestic, International, FEDEX, et cetera) not eligible for 5% and 10% discounts

α. Parchment Send for Postsecondary, Pre-Pay, Range is dependent upon pre-paid volume:

# Requests (Up to)	Electronic Fee
5,000	\$2.50
10,000	\$2.40
15,000	\$2.30
20,000	\$2.20
25,000	\$2.10
>25,000	\$2.00

β. Range is dependent upon institution size by total serviceable learners



**MHEC / Parchment Master Agreement
Addendum #3**

This Addendum #3 ("Addendum") amends the Parchment Master Agreement between Parchment Inc. ("Parchment") and the Midwestern Higher Education Commission ("MHEC") and is effective as of the date last signed below (the "Effective Date").

RECITALS

- A. Parchment and MHEC entered into that certain MHEC/Parchment Master Agreement, effective January 29, 2014 ("Master Agreement"), which was amended by that certain Addendum #1, dated July 21, 2014 and that certain Addendum #2, dated March 18, 2015 (together, the "Agreement").
- B. The current term of the Agreement expires on January 28, 2017. Pursuant to Section 2 of the Master Agreement, Parchment and MHEC may mutually agree to renew the Agreement for four (4) additional one-year periods.
- C. Parchment and MHEC wish to renew the Agreement with the following terms.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment:

TERMS

The following terms and modifications are hereby agreed upon and incorporated as part of the Agreement:

- 1. The parties hereto agree and acknowledge that the Agreement commenced on January 29, 2014 and the current term expires on January 28, 2017. Parchment and MHEC hereby agree to renew the Agreement for an additional one (1) year period, commencing on January 29, 2017 and terminating on January 28, 2018 (the "Renewal Term").
- 2. The parties hereto further agree and acknowledge that the Master Agreement is intended to serve as an enabling agreement for Member States and Eligible Schools to subscribe to the Parchment Services under the scope of the Master Agreement on the terms and conditions thereof. Under the Master Agreement, Parchment may offer and provide Parchment Services to the Member States, including the current Member States of MHEC, SREB, and WICHE, and Eligible Schools. In the event a Member State or Eligible School signs a Parchment State Agreement or School Order Form in substantially the form as attached to the Master Agreement, then Parchment will provide the pricing as detailed in Attachment A, and MHEC will be entitled to payment of the Administration Fees as set forth in the Master Agreement.
- 3. During the Renewal Term, and any subsequent renewals of the Agreement, the parties hereto agree to the pricing terms set forth in Attachment A to this Addendum #3, and agree that Attachment A: Vendor Pricing, attached and incorporated herein by reference, shall replace Attachment A: Vendor Pricing to the Master Agreement in its entirety as of the Effective Date of this Addendum #3. Parchment may reasonably increase or modify the pricing terms set forth in Attachment A: Vendor Pricing upon at least thirty (30) days' notice to MHEC.
- 4. During the Renewal Term, and any subsequent renewals of the Agreement, Parchment will provide reporting to MHEC, to include:

- a. Quarterly administrative fee reports, detailing the transactions and subscriptions under Parchment State Agreements and School Order Forms executed pursuant to the Master Agreement;
 - b. Quarterly reporting on new sales opportunities for Member States pursuant to the Master Agreement ("New Sales Opportunities") and renewals of Parchment State Agreements with Exchange States;
 - c. A definitions list and data dictionary to include all definitions in such quarterly reports;
 - d. Annual Parchment organizational chart and territory map;
 - e. Annual report on the cost savings for Exchange States and Eligible Schools that have executed a School Order Form based on participation in the MHEC Master Agreement with Parchment;
5. During the Renewal Term, all other terms and conditions shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Addendum #3, the terms of this Addendum #3 shall govern to the extent of the conflict. Capitalized terms not otherwise set forth herein shall have the meanings set forth in the Agreement.

Parchment Inc.

By: Robert J. Colletti
Name: Robert J. Colletti
Title: President, Parchment
Date: Exchange + CFO
1/26/17

Midwestern Higher Education Commission

By: Jennifer Dahlquist
Name: Jennifer Dahlquist
Title: Vice President
Date: 1/26/17

ATTACHMENT A: Vendor Pricing

Parchment Service	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	Request Fee List Price	Paper and Handling (Domestic USPS) List Price
Parchment Send for Secondary	Total Cost to State*	\$50,000	\$3.01 * Total Grade 12 Enrollment	NA	NA
	Current Students	NA	NA	\$3.50 or Covered by Subsidy	\$2.50
	Alumni	NA	NA	\$3.50	\$2.50
Parchment Send for Postsecondary	Pre-Pay	NA	NA	\$2.00-\$2.50 ^a	\$2.50
	Post-Pay	NA	NA	\$2.50-\$3.00 ^b	\$2.50
	Payee	Annual Exchange State Participation Fees	Annual Exchange State Subsidy	# of Credentials Received in LTM	Subscription
Parchment Receive Premium	Institution	\$50,000	NA	5,000	\$5,000
				10,000	\$8,500
				20,000	\$15,000
				30,000	\$20,000
				40,000	\$22,500
				\$2,500 per 10,000 thereafter	

Please Note: Discounts were factored into the Master MHEC Agreement that are locked in for the duration of the agreement. For Eligible Schools that have signed the School Order Form, all Request Fee List Pricing and Subscription pricing is to be discounted 5% when state does not pay the participation fee, and 10% off list price when the state pays the participation fee - even if there is no additional subsidy provided.

a. Parchment Send for Postsecondary, Pre-Pay, Range is dependent upon pre-paid volume:

# Requests (Up to)	Electronic Fee
5,000	\$2.50
10,000	\$2.40
15,000	\$2.30
20,000	\$2.20
25,000	\$2.10
>25,000	\$2.00

β. Range is dependent upon institution size by total serviceable learners



MHEC / Parchment Master Agreement Addendum #2

This Addendum ("Addendum") amends the Parchment Master Agreement ("Master Agreement") between Parchment Inc. ("Parchment") and the Midwestern Higher Education Commission ("MHEC"), which was effective January 29, 2014 ("Master Agreement").

RECITALS

- A. In the event any of the Original MHEC States purchases the Parchment Services off the Master Agreement for all the public postsecondary institutions within the Original MHEC State, Parchment shall offer Parchment Send transactional pricing of \$2.00 per electronic transcript request and \$2.00 additional for paper handling. This pricing is contingent upon the Original MHEC State mandating the use of Parchment Send for current students and alumni for all of the public postsecondary institutions within the Original MHEC State.
- B. For the Purposes of this Addendum, "Original MHEC States" refer of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.
- C. Except as above, the Master Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Addendum #2, this Addendum #2 shall control.

"Parchment"
Parchment Inc.

By:

Robert J. Colletti

Name:

Robert J. Colletti

President Parchment Exchange & CEO

Date:

3/12/15

"MHEC"

Midwestern Higher Education Commission

By:

Larry Isaak

Name:

Larry Isaak

President

Date:

3-18-15

MHEC / PARCHMENT MASTER AGREEMENT
Addendum #1

This Addendum ("Addendum") amends the Parchment Master Agreement ("Master Agreement") between Parchment Inc. ("Parchment") and the Midwestern Higher Education Commission ("MHEC"), which was effective January 29, 2014 ("Master Agreement").

The parties agree to amend the Master Agreement as follows:

Section 1. Definitions. B. Member State shall be deleted in its entirety and replaced with the following:

"Member State" refers to any state that is a member of the Midwestern Higher Education Compact, the Southern Regional Education Board (SREB), or the Western Interstate Commission for Higher Education (WICHE).

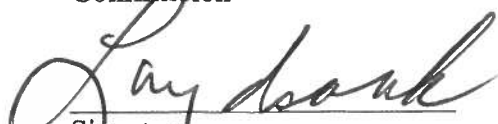
The current Member States of MHEC are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MHEC shall promptly notify Parchment if other states join MHEC and thereby become a Member State for the purpose of this Master Agreement.

For purposes of this Master Agreement the current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. MHEC shall promptly notify Parchment if any other states join SREB and thereby become a SREB Member State for purposes of this Master Agreement.

For purposes of this Master Agreement the current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and the Commonwealth of the Northern Mariana Islands (CNMI). MHEC shall promptly notify Parchment if any other states join WICHE and thereby become a WICHE Member State for purposes of this Master Agreement.

Except as set forth above, the Master Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Addendum #1, this Addendum #1 shall control.

**Midwestern Higher Education
Commission**


Signature

Parchment Inc.


Signature

Robert J. Colletti
President Parchment Exchange & CFO

Larry Isaak, President

Name and Title

7/21/14

Date

Name and Title

7/11/14

Date



MHEC / PARCHMENT MASTER AGREEMENT

This Parchment Master Agreement ("Master Agreement") is entered into by and between Parchment, Inc., a Delaware corporation having a principal place of business at 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ ("Parchment") and the Midwestern Higher Education Commission ("MHEC") located at 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401.

1. Definitions

- a. "Eligible Schools" refer to:
 - i. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State;
 - ii. All K-12 schools and school districts located in a Member State; and
 - iii. Any not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions), K-12 school or school district that is not located in a Member State, but receives prior approval by MHEC to use this Master Agreement to purchase Parchment services.
 - b. "Member State" refers to any state that is a member of the Midwestern Higher Education Compact. The current Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MHEC shall promptly notify Parchment if other states join MHEC and thereby become a Member State for the purpose of this Master Agreement.
 - c. "Exchange State" refers to a Member State that enters into a Parchment State Agreement substantially in the form attached as Attachment B with Parchment to obtain Parchment Services ("Parchment State Agreement").
 - d. "Parchment Services" refers to a Parchment software-as-a-service application that enables certain features and functions of Parchment's credential exchange and analytics platform as more fully set forth in Parchment's February 13, 2013 response to MHEC's e-Transcript Initiative RFP and attached hereto as Attachment D. Parchment Services may include Parchment Send and Parchment Receive.
 - e. "School Order Form" means an order form substantially in the form attached as Attachment C that is mutually agreed upon in writing by an Eligible School and Parchment under a Parchment State Agreement.
 - f. "Service List" refers to the list of Parchment Services, with pricing, made available for purchase under this Master Agreement. The Service List is attached as Attachment A.
2. **Term.** This Master Agreement will be formed upon execution by the Parties and shall remain in effect, unless otherwise terminated pursuant to the terms of this Master Agreement, for a period of three (3) years. The Master Agreement may be mutually renewed for four (4) additional one-year terms unless terminated pursuant to the terms of the Master Agreement.
 3. **Overview.** This Master Agreement is intended only to serve as the basis for Member States to enter into Parchment State Agreements and/or Eligible Schools to enter into School Order Forms. Parchment has no obligation to provide any Parchment Services under this Master Agreement, and Parchment and MHEC agree Parchment is not providing any Parchment Services under this



Master Agreement. MHEC does not warrant or guarantee that any Member State will enter into any Parchment State Agreement or that any Eligible School will enter any School Order Form.

- a. No Parchment State Agreement is effective until it is executed by Parchment and the applicable Member State and no Member State is bound or required to enter into a Parchment State Agreement. Parchment is not obligated to provide Services to any Member State unless and until such Member State has entered into a Parchment State Agreement. MHEC shall not be responsible or liable for any Member State that executes a Parchment State Agreement. A Member State shall not be responsible or liable for any other Member State that executes its own Parchment State Agreement.
- b. No School Order Form is effective until the Eligible School and Parchment have executed the School Order Form. No Eligible School is bound or required to enter into a School Order Form. Parchment is not obligated to provide Services to any Eligible School unless and until such Eligible School has entered into a School Order Form. MHEC shall not be responsible or liable for any School that executes a School Order Form. An Eligible School shall not be responsible or liable for any other Eligible School that executes its own School Order Form.
- c. MHEC shall not market the Parchment Services to any person or entity other than Member States and their Eligible Schools. Both parties shall undertake all measures necessary to ensure that their activities hereunder comply in all respects with all applicable laws, statutes, regulations, ordinances, or other rules promulgated by any applicable governing authorities. MHEC shall not make any representations, warranties or guarantees with respect to the Parchment Services, Parchment or any of Parchment's obligations to any third party that are not consistent with the terms of this Master Agreement. MHEC acknowledges and agrees that Parchment derives substantial value from the goodwill associated with the Parchment Services. MHEC will undertake all measures necessary to ensure that its promotional activities hereunder conform to industry standards of professionalism and fair practices.

4. Service List

Parchment agrees to maintain the Service List in accordance with the following provisions:

- a. The current list prices shall not increase during the initial twelve (12) months of this Master Agreement. Thereafter, the year-over-year percentage increase for the list prices shall not exceed the percentage increase as reflected in the U.S. Consumers Price Index (CPI-U), Education, currently published Base Period or future Base Period as determined by the US Bureau of Labor and Statistics.
- b. Subject to MHEC's prior approval, Parchment may add new services to the Service List when new services become generally available. Any such new service shall not result in a material reduction in the level of service, functionality or implementation currently being provided to an Eligible School or Exchange State, regardless of whether or not the Eligible School or Exchange State purchases said new service. The pricing for all new Services shall incorporate, to the extent possible, similar or comparable discount levels.
- c. Notification of specific changes to the Service List shall be provided to MHEC within thirty (30) days of such modification.
- d. The parties will work together to raise awareness of the Parchment Services and its potential benefits to Member States and Eligible Schools.



5. **Agreement by Eligible Schools.** Upon execution of a School Order Form between Parchment and an Eligible School, the Eligible School shall be solely responsible to abide by all the terms and conditions set forth in the School Order Form, attached hereto as Attachment C. MHEC shall not be responsible for any Eligible School that has an active School Order Form,.
6. **Agreement by Exchange State.** An Exchange State shall be solely responsible to abide by all the terms and conditions set forth in its Parchment State Agreement with Parchment.
7. **Record Retention.** Parchment shall retain and maintain all records and documents relating to this Master Agreement for six (6) years after final payment by the Eligible School or Exchange State or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Eligible School or Exchange State, including the procurement officer or designee, at all reasonable times.
8. **Administration Fee and Reporting.** During the term, Parchment shall pay MHEC an administration fee equal to one percent (1%) of all participation fees, license fees, transcript fees, and handling fees (but in all cases excluding any professional services fees) actually received by Parchment from: (i) under a School Order Form from Eligible Schools or (ii) an Exchange State. All fees will be paid within thirty (30) days of the end of the quarter in which such fees were received. Parchment shall also provide to MHEC at the time of the quarterly payment a detailed accounting of all participation fees, license fees, transcript fees and handling fees actually received by Parchment, including, the names of Exchange States and Eligible Schools executing a School Order Form, and the number of transcripts sent and/or received by Eligible Schools. These quarterly reports shall be provided to MHEC in an electronic format so that MHEC is able to evaluate the quality and cost effectiveness of providing electronic transcript services through Parchment pursuant to the Master Agreement. Each party shall bear all expenses incurred in performance of its rights and obligations hereunder.
9. **Ownership Rights.** Parchment retains all ownership and intellectual property rights as defined in the Order Form. No rights in any Parchment intellectual property or the Parchment Services are granted to MHEC under this Master Agreement, and all such rights are reserved to Parchment. All suggestions, ideas and feedback (collectively, "Feedback") proposed by MHEC in connection with this Master Agreement belong to and will be owned by both Parchment and MHEC without a right of accounting.
10. **Warranty.** Parchment represents and warrants that it shall perform all services in a skillful, competent, timely, professional and workmanlike manner consistent with the standards for its industry, and that Parchment employees, agents and contractors assigned to perform services have the proper skill, training and background so as to be able to perform services in a skillful, competent, timely, professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION OR ACCURACY OF ANY INFORMATION PROVIDED HEREUNDER.
11. **Indemnification.** Parchment will defend at its expense any suit brought against MHEC by a third party, and will pay any settlement Parchment makes or approves, or any damages finally



awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party, or (b) Parchment's negligence or willful misconduct in handling the student's academic records. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) MHEC promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) MHEC cooperating with Parchment to facilitate the settlement or defense of any claim or suit..

12. **Termination.** Either party may terminate this Master Agreement for cause based upon a material breach of the Master Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If the breaching party fails to cure the breach within thirty (30) days of the written notice, the non-breaching party has the right to terminate this Master Agreement. The termination of the Master Agreement shall not effect Parchment's existing agreements with Exchange States or Eligible Schools that have executed Order Forms. Sections 7, 9, 10, 13 14, 15 and 17 through 29 will survive termination or expiration of this Master Agreement.

13. **Confidential Information**

- a. **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Master Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.
- b. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (a) to use the Confidential Information only for the purposes described herein; (b) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (c) that, except as permitted under this Master Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Master Agreement; and (e) to return or destroy all Confidential Information of the other Party in its possession upon the disclosing Party's request or upon termination or expiration of this Master Agreement.

14. **Confidentiality Exceptions.** Notwithstanding the foregoing, the prior sections will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other



governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given prior written notice to the other Party, providing the original disclosing Party an opportunity, in its sole discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information; or (2) to establish a Party's rights under this Master Agreement, including to make such court filings as it may be required to do.

15. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS MASTER AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF PARCHMENT TO MHEC FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS MASTER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF (i) ONE THOUSAND DOLLARS (U.S. \$1,000.00) OR (ii) THE TOTAL AMOUNT OF ALL FEES PAID BY PARCHMENT BY MHEC IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THE FOREGOING LIMITATION DOES NOT APPLY TO PARCHMENT'S TERMINATION OF THIS MASTER AGREEMENT OTHER THAN IN ACCORDANCE WITH THE TERMS OF THE MASTER AGREEMENT, INDEMNIFICATION OBLIGATIONS UNDER THIS MASTER AGREEMENT, OR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PARCHMENT'S NEGLIGENCE OR WILLFUL MISCONDUCT. EXCEPT IN THE CASE OF AN EXCLUSIVE REMEDY, THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS MASTER AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
16. **Modifications as a Result of Changes in Applicable Law.** Parchment will have the right to unilaterally modify this Master Agreement, a Parchment State Agreement or a School Order Form in order to ensure compliance with any change in applicable law, regulation, or ordinance, or to meet or conform to the Master Agreement to an interpretation of an existing law or regulation. Parchment will use commercially reasonable efforts to provide thirty (30) days written notice of any such change (the actual notice period to be referred as the "Notice Period") and any such change will go into effect at the end of the Notice Period. MHEC may terminate this Master Agreement at will within the Notice Period if it objects to the changes by providing written notice to Parchment, making clear that the termination is a result of Parchment's modification of the terms pursuant to this Section 16.
17. **Applicable Law.** This Master Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Minnesota, without giving effect to its rules regarding conflicts of laws.



18. **Force Majeure.** Either party will be excused from performance of its obligations under this Master Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of the party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
19. **Notices.** All notices required by or relating to this Master Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties to the Master Agreement and addressed, if to MHEC: Jennifer Dahlquist, 105 5th Ave S., Suite 450, Minneapolis, MN 55401, or if to Parchment, as follows: Parchment, Inc., 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ 85250, Attention: General Counsel, with a copy to: Cooley LLP, One Freedom Square, Reston Town Center, 11951 Freedom Drive, Reston, Virginia 20190, Attention: Adam J. Ruttenberg, Esq., or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Master Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
20. **Assignment.** Neither party will assign its rights or delegate its obligations under this Master Agreement without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect,. This Master Agreement will be binding upon and inure to the benefit of Parchment and MHEC and their successors and permitted assigns.
21. **Independent Contractors.** MHEC and Parchment acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Master Agreement.
22. **Amendment.** No amendment to this Master Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.
23. **Waiver.** No waiver under this Master Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.
24. **Severability.** If any provision of this Master Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Master Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or



jurisdiction, or of rendering any other provisions of this Master Agreement invalid or unenforceable whatsoever.

25. **Causes of Action.** No action arising from or related to this Master Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. The foregoing shall not apply to any actions identified as a result of an inspection or audit undertaken pursuant to Section 7 of this Master Agreement, or any action arising as a result of Indemnification obligations under Section 11 of this Master Agreement.
26. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Master Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Master Agreement.
27. **Counterparts; Headings.** This Master Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The headings in this Master Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Master Agreement.
28. **Publicity.** Parchment shall be permitted to use MHEC's name and logo (subject to the MHEC's style guidelines to ensure proper placement or use by Parchment) (a) in association with Parchment's provision of the Services; and (b) on a client or partner list or partial client list during the term of this Agreement, provided that such list does not reasonably state or imply, in MHEC's reasonable discretion, MHEC's endorsement of Parchment or the Services.
29. **Entire Agreement.** This Master Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.



In Witness Whereof, the Parties hereto have executed this Master Agreement as of the date last signed below.

Parchment Inc.

Midwestern Higher Education Compact

By:

Robert J. Colletti

By:

Larry A. Isaacs

Name:

Robert J. Colletti

Name:

President

Title:

CFO

Title:

Date: January 29, 2014

Date:

1/27/2014